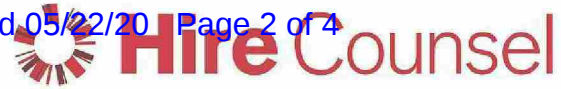


## **EXHIBIT A**



## Employment Agreement

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of 12/28/2016, by and between HC2, Inc. doing business as Hire Counsel with its principal place of business located at 360 Lexington Ave, Suite 1100, New York, NY 10017 ("HC"), and Andrew Delaney, an individual residing at 5757 Wayne Newton Boulevard 11384 Las Vegas, NV 89111 ("Contract Professional"). HC is in the business of providing attorneys, paralegals, and other legal professionals ("Contract Professional(s)") as well as associated workspace, IT infrastructure, project management, and related services (collectively, the "Services") to satisfy the short-term and long-term staffing needs of its third party clients. All employees of HC are considered temporary, variable hour employees unless formally notified otherwise.

The terms of this Temporary At-Will Employment Contract are set forth below:

1. **Client Temporary Opportunities**

- HC in its sole and absolute discretion will determine the suitability of Contract Professional for any temporary placement with HC's client(s).

2. **Hiring Procedures**

- HC's clients may accept or reject Contract Professional referred to them by HC for any reason or no reason.
- Hourly rates paid to Contract Professional for a particular temporary placement will be set by HC and HC's client and agreed to by Contract Professional prior to the commencement of any placement.

3. **Contract Professionals**

- If Contract Professional is placed by HC with an HC client, Contract Professional remains a Contract Professional of HC during the period of such temporary placement.
- HC retains all rights related to the submission of hourly statements to its clients and shall be responsible for wages due to Contract Professional resulting from placement and payroll related matters.

4. **Work Assignments**

- HC shall not be responsible for supervision of Contract Professionals or Contract Professional's legal or other work and will not influence, review or oversee the work product provided to the client by Contract Professional.
- HC shall not have any responsibility for the maintenance of professional liability insurance in favor of Contract Professional.
- Contract Professional understands that placement by HC is conditioned upon HC determining that it has a suitable assignment for Contract Professional with any of its client companies and that such assignment will be on an interim/temporary basis.
- Contract Professional understands that Contract Professional's At-Will employment may be terminated by HC at any time, for any reason, or for no reason and that HC will only be liable to Contract Professional for wages earned up to the date of termination.
- Contract Professional understands that any business related expenses which Contract Professional incurs must have prior approval from the supervisor of the client company. Contract Professional further understands and acknowledges that Contract Professional will look only to the client company for reimbursement of any business related expenses.
- Contract Professional shall indemnify and hold HC harmless from any and all claims, liabilities, judgments, settlements or costs and expenses (including reasonable attorney's fees) incurred by HC associated with or resulting from any act or failure to act by Contract Professional in providing services to a client pursuant to this Agreement.

5. **Payment**

- Contract Professional shall submit weekly timesheet statements to HC in a format approved by HC. Weekly timesheets shall indicate the client, detail the number of hours worked, and must be signed by a designated person on behalf of the client.
- Contract Professional shall be paid the hourly rate agreed upon by HC and Contract Professional on a weekly basis, less any all federal, state and local withholding taxes and the appropriate deductions.
- Job interviews are not billable time and Contract Professionals will not be paid for time spent interviewing. Contract Professional shall begin keeping timesheets only after beginning work for client.

Initials AD



6. **Permanent Placement**

- As a professional courtesy, Contract Professional agrees to provide written notice to HC prior to accepting permanent employment with any HC client for whom Contract Professional provided temporary legal services while on assignment as a Hire Counsel Contract Professional, for a period of 1 (one) year from the date of Contract Professional's last day of assignment to such client.

7. **Confidentiality**

- Attorney covenants not to divulge any confidential information, proprietary information or trade secrets obtained in the course of any assignment with an HC client to which Attorney has provided temporary services under this Agreement as described in Exhibit A, attached hereto and made a part hereof.

8. **Representation**

- If Contract Professional is applying for an attorney position, Contract Professional represents that he or she is a duly licensed attorney, authorized to practice law, and warrants that such representation will remain true and accurate at all times during the term of this Agreement and during the term of any temporary placement with HC's client(s). If Contract Professional's attorney status changes, Contract Professional must provide immediate written notice to HC.
- If Contract Professional holds any type of professional license or certification, Contract Professional must provide immediate written notice to HC upon change in the status or loss of such license or certification.

9. **Notice**

- Contract Professional's employment is at-will, however Contract Professional will use best efforts to complete all assignments with HC's clients and to provide reasonable notice, should Contract Professional decide to terminate services to client.

10. **Hire Counsel Policies and Handbook**

- Contract Professional will adhere to the Hire Counsel Handbook for Temporary Employees and the Contract Employee Conduct Rules which describes important information about HC. Contract Professional understands that the Hire Counsel Handbook for Temporary Employees and the Contract Employee Conduct Rules will be made available to him/her through the Hire Counsel Employee Intranet when joining an assignment and agrees to review and read it as soon as it is made available. Contract Professional understands that the information, policies and benefits described therein are necessarily subject to change and that existing policies may be superseded, modified or eliminated. All such changes will be communicated through official notices.

Signify your agreement by signing below.

Dated: 12/28/2016

Andrew Delaney

Name (Printed)

Digitally signed by Andrew Delaney

Location: andysg@hush.com

12/28/2016 12:19:14 PM -05:00

Signature





Exhibit A

**Confidentiality and Non-Disclosure Agreement**

You have asked HC2, Inc. doing business as Hire Counsel ("HC") to assist you in obtaining a temporary placement with HC's clients (the "Clients"). During the course of your temporary assignments with the Clients, it is anticipated that the Clients will disclose to you or you will learn of certain confidential and proprietary information, ideas, data and/or materials belonging to the Clients or their clients, including but not limited to information concerning their respective existing and future businesses which are secret and not generally known and/or available to third parties ("Confidential Information"). Should this Confidential Information become known to or used by other parties, it would destroy the value of this Confidential Information to Client or its client and/or prevent the use of such Confidential Information on an exclusive basis. As a result, HC asks that this agreement protecting Confidential Information of its Clients or their clients be executed prior to your commencing any temporary assignments with the Clients.

In the event a Client furnishes you with Confidential Information, either orally or in written, graphic or electronic form, you, by this agreement, and in consideration of your temporary assignment with the Client, hereby agree to keep, hold, and maintain in confidence all such Confidential Information of every kind and character, and not to disclose, directly or indirectly, to any third party, or to copy, duplicate or otherwise make use of said Proprietary Material, without prior written consent from an Officer or Partner of Client. You also agree to hold confidential all Confidential Information disclosed by the Client or its client and to employ measures to prevent unauthorized dissemination thereof.

You will not pursue or exploit such Confidential Information for personal or other purposes under any circumstances. You hereby agree that in performing any services for, or utilizing any information of, a Client, you shall not under any circumstances infringe upon or violate any rights of the Clients, their clients or any other third party in and to know-how, trademarks, inventions, copyrights, patents or the like (the "Intellectual Property").

Upon termination of your temporary assignment, or at any time a Client shall request, you shall promptly deliver to such Client all Confidential Information of the Client or its clients and all copies thereof, which are in your possession or under your control, whether in hardcopy, electronic or other formats. Should you take any records that you worked with during your employment (whether prepared by you or others) or use or disclose the Client's Confidential Information (whether developed by you or others) after the termination of your employment, that is a violation of your obligations to the Client and to HC. You may be enjoined from such activity and will be responsible for your actions.

This agreement shall not create, imply or grant any rights or licenses to any Confidential Information or Intellectual Property of the Clients or their clients. This agreement shall be considered by both parties to be a binding contract and shall remain in effect, indefinitely, even if your relationship with HC or any of its Clients terminates. This agreement contains the final and complete agreement between HC and you relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by HC and you. This Employment Agreement and Confidentiality and Non-Disclosure Agreement will be governed by and construed in accordance with laws of the District of Columbia where HC2, Inc. is incorporated, without regard to conflicts of law principles.

Initials AD